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COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 021 DATE 1/1/2012
APPROPRIATION CODE _____
PROJECT ASSISTANCE TO MUNICIPAL CENTERS

GRANTEE Borough of Glassboro
1 South Main Street
Glassboro, NJ 08028

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COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ASSISTANCE TO MUNICIPAL CENTERS

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE

COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Borough of Glassboro

1 South Main Street

Glassboro, NJ 08028

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS
OF THE 1ST DAY OF JANUARY, 2012 AND SHALL TERMINATE NO LATER
THAN THE 31ST DAY OF DECEMBER, 2012.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO
MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL
COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,
THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES
WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO
HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

"EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED."

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING

EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

- (A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;
- (B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;
- (C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;
- (D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;
- (E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;
- (F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;
- (G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;
- (H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;
- (I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE BOROUGH OF GLASSBORO SHALL, AT ITS

SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS

OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE BOROUGH OF GLASSBORO FOR THE EVENT OF ASSISTANCE TO MUNICIPAL CENTERS PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I);** 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II);** 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. **OAA § 306(A)(4)(A)(II)(III);** 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

Leisure time activities are offered at the Glassboro Senior Citizen Center five days a week to any resident of the county who is 60 years of age or older.

Some of the programs offered include an arts & crafts class, physical fitness program, square dancing, chorus, bingo, and aerobics. There are also a number of day trips planned throughout the year.

The Center is well staffed and has people well equipped to instruct the various activities offered.

A newsletter is published monthly, with a full calendar of events listed. The Center is also one of the Congregate Meal Sites serving between 50 and 100 meals a day.

The Center is located in an area where many seniors from the targeted populations reside. In addition, the service provider will attempt to reach the targeted populations in other locations by advertising and posting flyers in those areas.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

GRANTEE: Borough of Glassboro Parks & Recreation

PROJECT TITLE: Assistance to Municipal Centers

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

60 clients minority (12% of 500)
12 clients frail or vulnerable (2.5% of 500)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide the service of Socialization/Recreation to a minimum of 500 unduplicated clients.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 333

Planned and structured activities and programs provided to well and functionally impaired older persons to facilitate social contact, reduce isolation, and improve personal life satisfaction

AMOUNT: \$ 98,100.

UNITS OF SERVICE: = 500

CLIENT COUNT: 500

UNIT COST: \$196.20 per client

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 021

	CASH	IN-KIND	TOTAL
Personnel	62,000	-0-	62,000
Consultants	-0-	-0-	-0-
Travel	30,100	-0-	30,100
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	5,000	-0-	5,000
Equipment	-0-	-0-	-0-
Other	1000	-0-	1000
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	98,100	-0-	98,100
<u>LESS:</u>	Client Income		100
	USDA		-0-
	NET BUDGETED		
	COST		98,000.00

III B	\$ 14,400	15%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	83,600	85%
Client Income	\$100	-0-%
 TOTAL	 \$ 98,100	 100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 021

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 021 CONSISTS OF 16 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Borough of Glassboro
1 South Main Street
Glassboro, NJ 08028

BY: _____ Date _____
(Name)

(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on _____ day of _____, _____.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

CI

GRANT AGREEMENT NUMBER 081 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT Friendly Visitor focusing on Reading & Writing Program

GRANTEE Gloucester County College

R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS PROGRAM

1400 Tanyard Road

Sewell, N.J. 08080

GRANT AGREEMENT PAGES 1 THROUGH 16

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT Friendly Visitor focusing on Reading& Writing

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012,
BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE: Gloucester County College
R.S.V.P. Senior Corps/Community Service Corps Program
1400 Tanyard Road
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2012 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2012.
2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,

THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10%

OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT

CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT. IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE R.S.V.P. PROGRAM FOR THE EVENT OF FRIENDLY VISITING READING AND WRITING PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES.

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **OAA § 306(A)(4)(A)(II)(I)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. **OAA § 306(A)(4)(A)(II)(II)**; 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. **OAA § 306(A)(4)(A)(II)(III)**; 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING

OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES: R.S.V.P. will conduct the following:

Friendly visits reassurance telephone calls to 50 isolated and homebound senior residents.

Assistance in reading and writing, and client referrals.

Participants: 50 Gloucester County residents from targeted segments of society, such as homebound, isolated, and vulnerable seniors.

Participant outcomes: Data collection to determine long term accomplishments and impact, as well as, referrals and satisfaction.

Reporting: Quarterly reports to be completed in a timely fashion with supporting documentation available upon request.

The anticipated number of clients to receive friendly visitor assistance through R.S.V.P. for grant year 2012 will be 50 seniors. The priority groups will be the impoverished, minority, frail, and vulnerable seniors residing in Gloucester County.

Volunteers will be covered by R.S.V.P. insurance and receive mileage for these visits.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

GRANTEE: Gloucester County College - Retired & Senior Volunteer Program

PROJECT TITLE: Friendly Visitor focusing on Reading & Writing

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: To provide 15 friendly visitors to administer reading / writing assistance to 35 Gloucester County isolated and homebound seniors. This program will be facilitated to promote self-improvement, enhancement of the quality of life, and improvement of self-care, advocacy, protection, and dignity.

SERVICE DEFINITIONS:

SERVICE TAXONOMY: 209

Friendly Visiting 209: An organized service that provides regular visits to socially and/or geographically isolated older individuals for purposes of providing companionship and social contact.

Amount: \$ 5620.00

UNITS OF SERVICE: 5,200 (unit = each visit)

CLIENT COUNT: 30

UNIT COST: \$1.08 (per contact)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 081

	CASH	IN-KIND	TOTAL
Personnel	- 0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	\$3,020.	\$3,020
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$2,600.	-0-	\$2,600.
TOTAL BUDGET COST	\$2,600	\$3,020	\$5,620
<u>LESS:</u>			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$5,520

III B	\$ 2,500	45%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	\$3,020	54%
Client Income	100	1%
TOTAL	\$ 5,620	100 %

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 081

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 081 CONSISTS OF 16 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County College
1400 Tanyard Road
Sewell, NJ 08080

BY: _____ Date _____
(Name)

(Title)

GRANTOR: COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger
TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

ROBERT N. DILELLA, CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.

C1

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 034 DATE 1/1/2012

APPROPRIATION CODE _____

PROJECT ASSISTANCE TO R.S.V.P. SENIOR
CORPS/COMMUNITY SERVICE CORPS WELLNESS PROGRAM

GRANTEE Gloucester County College

1400 Tanyard Road

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY
SERVICE CORPS WELLNESS PROGRAM

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2012,

BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE

COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County College

1400 Tanyard Road

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2012 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2012.
2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT

THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION

TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE FOR THE EVENT OF THE RETIRED AND SENIOR VOLUNTEER PROGRAM (R.S.V.P.) WELLNESS PROGRAM FOR SENIORS ON JANUARY 1, 2012 UNTIL DECEMBER 31, 2012.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY

WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS: IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT.

1. AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

- C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
 4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
 5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
 7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA

- B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES:

Volunteers in RSVP can be trained in various programs to augment staff so more clients could be serviced by the programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations

Libraries - checking books in and out, shelving books, answering phones, cataloging

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.

WELLNESS:

There will be a series of workshops with an average of 30 participants at each. Topics will include information on health insurance, diet, medications, productive use of leisure time as well as exercise instruction by trained volunteers. Workshops will be held throughout the county at sites of convenience for low income minority individuals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

GRANTEE: Gloucester County College

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps Wellness Program

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed workshops for the program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population

OBJECTIVE:

One hour Courses / Workshops for Wellness conducted by trained volunteers for 250 clients to total 250 hours of Education.

SERVICE DEFINITION:

SERVICE TAXONOMY: 331

Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

AMOUNT: \$ 7,320

UNITS OF SERVICE: 250 (unit=1 hour)

CLIENT COUNT: 250

UNIT COST: \$ 29.28

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 034

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	2,920	2,920
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	4,400.	-0-	4,400.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	4,400.	2,920.	7,320.
LESS:			
		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	7,220

III B	\$ 4,300	59%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$2,920	40%
Client Income	\$100	1%
TOTAL	\$ 7,320	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 034

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 034 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County College

1400 Tanyard Road

Sewell, NJ 08080

BY: _____

(Name)

Date _____

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.

C1

REQUEST FOR PROPOSALS (R.F.P.)		2012 Area Plan Contract	Requested	Award	RFP
RFP Grading/Awards List		Service Programs	Funding	Anticipated Award	Grade
Adult Day Care					
Guardian Programs			\$26,000.00	\$26,000.00	97
Personal Care & Housekeeping Services					
All About Care- Personal Care Services			\$47,500.00	\$47,500.00	94
All About Care-Housekeeping Services			\$9,500.00	\$9,500.00	92
All About Care- Auxiliary Personal Care			\$28,000.00	\$28,000.00	92
Home to Stay- Personal Care Services			\$47,000.00		54
Home to Stay- Housekeeping Services			\$9,500.00		56
Home to Stay- Auxiliary Personal Care			\$28,000.00		60
Attentive Care-Personal Care Services			\$47,500.00		78
Attentive Care-Housekeeping Services			\$9,500.00		78
Visiting Nurse & Hospice- Certified Home Health Aide			\$56,000.00	\$56,000.00	94
Attentive Care Inc.- Certified Home Health Aide			\$56,000.00		78
South Jersey Legal Services Inc.- Legal Services Program			\$9,500.00	\$9,500.00	96
Glassboro Senior Citizen's Center	Aid to Municipal Centers		\$14,400.00	\$14,400.00	96
Glassboro Housing Authority	Housekeeping for GHA Residents		\$57,100.00	\$57,100.00	94
Glouc. Co. Division of Education/Disability Serv.	B/V/I Counseling/Care Mgmt		\$36,600.00	\$36,600.00	92
Glouc County Division of Social Services - Adult Protective Services			\$97,576.00	\$97,576.00	91
Gloucester County	Dept. of Health- Senior Health Connection		\$12,800.00	\$11,900.00	97
Glouc. Co. Dept. of Health- Tai-Chi/Walking Exercise Program			\$4,224.00	\$4,224.00	94
Glouc. County College RSVP Friendly Visitor focusing on Reading&Writing			\$2,500.00	\$2,500.00	94
Glouc. County College- RSVP Wellness Program			\$4,300.00	\$4,300.00	94
Glouc. County Division of Transportation Services-Escorted Transportation			\$25,642.00	\$25,642.00	97
Glouc. County Division of Transportation Services-Blind/Visually Impaired			\$11,500.00	\$11,500.00	96
Glouc. County Division of Transportation-Medical Transport			\$39,000.00	\$39,000.00	99
Peer Grouping					
All About Care LLC	Personal Home Care		\$40,000.00	\$40,000.00	92
Home to Stay	Personal Home Care		\$40,000.00		56
Peer Grouping					
Evergreen Court	Adult Day Care		\$8,800.00	\$8,000.00	94
Guardian Programs	Adult Day Care		\$15,000.00	\$17,000.00	99

C2

RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP, FOR A PERIOD OF ONE YEAR, FROM JANUARY 1, 2012 TO DECEMBER 31, 2012, FOR THE PROVISION OF PERSONAL CARE ASSISTANT SERVICES FOR DISABLED INDIVIDUALS IN THE COUNTY OF GLOUCESTER TO ASSISTIVE CHOICES, INC., FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$150,000.00 AND ALL ABOUT CARE, LLC FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$450,000.00

WHEREAS, the County of Gloucester recognizes the need to contract for services as provided in the Personal Assistance Services Program (PASP), for the provision of assistant services and payment for care of those individuals who are disabled; and

WHEREAS, the County requested proposals, via RFP# 012-003, from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Assistive Choices, Inc., with offices at 18th Avenue, Wall, New Jersey 07719, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$150,000.00; and

WHEREAS, the evaluation, based on the established criteria, concluded that All About Care, LLC, with offices at 870 Mantoloking Road, Brick, New Jersey 08723, made one of the most advantageous proposals, for a minimum contract amount of Zero and a maximum contract amount of \$450,000.00; and

WHEREAS, the contracts shall be for estimated units of service, for a period of one year, from January 1, 2012 to December 31, 2012 or upon the Gloucester County's enrollment in the Personal Assistance Services Program (PASP) Cash Model Program, as mandated by the State Department of Human Services, Office of Disability Services, which is expected to be implemented in 2012, whichever is earlier, pursuant to the proposals submitted by the Vendors; therefore, the contracts are open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contracts beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County Budget; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the contracts for the provision of personal care assistant services for disabled individuals in the County of Gloucester, and in accordance with and pursuant to proposals submitted be awarded to Assistive Choices, Inc., for a minimum contract amount of Zero and a maximum contract amount of \$150,000.00 and All About Care, LLC, for a minimum contract amount of Zero and a maximum contract amount of \$450,000.00, each for a period of one year, from January 1, 2012 and terminating December 31, 2012; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

C2

**CONTRACT BETWEEN
ALL ABOUT CARE, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **All About Care, LLC**, 870 Mantoloking Road, Brick, New Jersey 08723, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of professional services as provided for in the Personal Assistance Services Program funded by the New Jersey Department of Human Services, which provides assistant services and payment for care of Gloucester County residents who have chronic physical disabilities and are between the ages of 18 and 70; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one year, from January 1, 2012 to December 31, 2012 or upon the County's enrollment in Personal Assistance Services Program (PASP) Cash Model Program, as mandated by the State Department of Human Services, Office of Disability Services, which ever is earlier.

2. **COMPENSATION.** Contractor shall compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 012-003. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for a minimum contract amount of Zero and a maximum contract amount of \$450,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. The Contractor agrees to provide an invoice by the 18th day of each month. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP #012-003, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-012-003.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting

Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the

Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This contract consists of this Contract document, RFP# 012-003 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of Contract and RFP# 012-003, then this contract shall prevail. Should there occur a conflict between this Contract or RFP# 012-003 and Contractor's responsive proposal, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of January, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ALL ABOUT CARE, LLC.

DEBBIE WEBER, OWNER/OPERATOR

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
STATE OFFICE ON DISABILITY SERVICES**

**PERSONAL ASSISTANCE SERVICES PROGRAM
COUNTY DESIGNATED AGENCY SUBCONTRACT ADDENDUM**

ATTACHMENT A

A The subcontract provider shall adhere to the provisions set forth in the enabling Legislation (P.L. 1993,c.215) in the adopted program regulations under N.J.A.C. 10:140.

B All Personal Assistants used by the subcontract provider to deliver PASP services must attend two PASP training courses, one on the Philosophy and Orientation of the Personal Assistance Services Program, and one on the Basic Techniques of Personal Assistance Services, in accordance with program regulations.

C The subcontract provider shall maintain an accurate listing of personal assistant names, addresses and phone numbers that are currently employed under the PASP, and shall send the aforementioned list as requested, to the designated training agency that is responsible for the administration of the Statewide PASP training program.

D The county designated agency agrees to reimburse the subcontract provider according to the following hourly rates:

Weekday Hourly Rate: \$13.26
Weekend Hourly Rate: \$15.30
Holiday Hourly Rate: \$15.30

E The subcontract provider agrees to pay newly hired personal assistants at least the following minimum starting wages for weekday, weekend and holiday hours delivered:

Weekday Hourly Starting Wage: \$9.25 - \$10.25
Weekend Hourly Starting Wage: \$10.25 - \$11.25
Holiday Hourly Starting Wage: \$10.25 - \$11.25

F The county designated agency shall reimburse the subcontract provider at the above agreed holiday rate for services delivered on the following holidays not to exceed 14 in a calendar year:

January 2, 2012 – New Year’s Day	November 22, 2012 – Thanksgiving Day
May 28, 2012 - Memorial Day	December 25, 2012 - Christmas Day
July 4, 2012 - Independence Day	
September 3, 2012 – Labor Day	

G The subcontract provider shall submit service delivery statistics and a bill no later than the 18th day following each month of services.

H The subcontract provider shall provide service billing information on the total number of hours provided each month in either half or full- hour increments.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

WITNESS/ATTEST:

**DEBBIE WEBER
OWNER/OPERATOR**

C2

**CONTRACT BETWEEN
ASSISTIVE CHOICES INCORPORATED
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January 2012, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Assistive Choices Inc., 1115 18th Avenue, P.O. Box 746, Wall, New Jersey, 07719**, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the provision of professional services as provided for in the Personal Assistance Services Program funded by the New Jersey Department of Human Services, which provides assistant services and payment for care of Gloucester County residents who have chronic physical disabilities and are between the ages of 18 and 70; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one year, from January 1, 2012 to December 31, 2012 or upon the County's enrollment in Personal Assistance Services Program (PASP) Cash Model Program, as mandated by the State Department of Human Services, Office of Disability Services, which ever is earlier.
2. **COMPENSATION.** Contractor shall compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 012-003. The proposal is incorporated into, and made part of this Contract, by reference. Contract shall be for a minimum contract amount of Zero and a maximum contract amount of \$150,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall

be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. The Contractor agrees to provide an invoice by the 18th day of each month. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the RFP #012-003, and Contractor's responsive proposal, which are incorporated by reference in their entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-012-003.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting

Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. METHODS OF WORK. Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the

Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This contract consists of this Contract document, RFP# 012-003 issued by the County of Gloucester and Contractor's responsive proposal. Should there occur a conflict between this form of Contract and RFP# 012-003, then this contract shall prevail. Should there occur a conflict between this Contract or RFP# 012-003 and Contractor's responsive proposal, this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective the 1st day of January, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M DAMMINGER, DIRECTOR

ATTEST:

ASSISTIVE CHOICES, INC.

ROBIN PALENDRA, PRESIDENT

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
STATE OFFICE ON DISABILITY SERVICES**

**PERSONAL ASSISTANCE SERVICES PROGRAM
COUNTY DESIGNATED AGENCY SUBCONTRACT ADDENDUM**

ATTACHMENT A

A The subcontract provider shall adhere to the provisions set forth in the enabling Legislation (P.L. 1993,c.215) in the adopted program regulations under N.J.A.C. 10:140.

B All Personal Assistants used by the subcontract provider to deliver PASP services must attend two PASP training courses, one on the Philosophy and Orientation of the Personal Assistance Services Program, and one on the Basic Techniques of Personal Assistance Services, in accordance with program regulations.

C The subcontract provider shall maintain an accurate listing of personal assistant names, addresses and phone numbers that are currently employed under the PASP, and shall send the aforementioned list as requested, to the designated training agency that is responsible for the administration of the Statewide PASP training program.

D The county designated agency agrees to reimburse the subcontract provider according to the following hourly rates:

Weekday Hourly Rate: \$13.26
Weekend Hourly Rate: \$15.30
Holiday Hourly Rate: \$15.30

E The subcontract provider agrees to pay newly hired personal assistants at least the following minimum starting wages for weekday, weekend and holiday hours delivered:

Weekday Hourly Starting Wage: \$10.50
Weekend Hourly Starting Wage: \$11.50
Holiday Hourly Starting Wage: \$11.50

F The county designated agency shall reimburse the subcontract provider at the above agreed holiday rate for services delivered on the following holidays not to exceed 14 in a calendar year:

January 2, 2012 – New Year’s Day	November 22, 2012 – Thanksgiving Day
May 28, 2012 - Memorial Day	December 25, 2012 - Christmas Day
July 4, 2012 - Independence Day	
September 3, 2012 – Labor Day	

G The subcontract provider shall submit service delivery statistics and a bill no later than the 18th day following each month of services.

H The subcontract provider shall provide service billing information on the total number of hours provided each month in either half or full- hour increments.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

WITNESS/ATTEST:

ROBIN PALENDRANO, PRESIDENT

C2

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-003 Personal Assistant Services Program – All About Care, Inc

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information 5 points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Very qualified staff to meet all requirements listed in the RFP. 25 points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor performs similar services in other Counties. Response time to County and Consumer continues to be exceptional 25 points	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is thorough with knowledgeable staff to cover all aspects of the RFP. 25 points	24
E. Reasonableness of Cost Proposal Cost is dictated by Grant mandated reimbursement rates. 20 points	20
TOTALS	97

C2

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-012-003 Personal Assistant Services Program – Assistive Choices Inc.

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Excellent Personnel listed _____ 25 _____ points	24
C. <u>Relevance and Extent of Similar Engagements performed</u> Vendor performs similar services in other Counties. Response time to problems has considerably improved. _____ 25 _____ points	23
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> Plan is thorough with knowledgeable staff. _____ 25 _____ points	23
E. Reasonableness of Cost Proposal Cost is dictated by Grant mandated reimbursement rates. _____ 20 _____ points	20
TOTALS	95

CB

**RESOLUTION AUTHORIZING AGREEMENTS BETWEEN THE COUNTY OF
GLOUCESTER AND THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN
TOWNSHIP, MANTUA/HARRISON TOWNSHIP, MONROE TOWNSHIP,
WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE
PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL
PREVENTION SERVICES, FOR JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, the County of Gloucester has applied for and received grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, pursuant to the program, the Alcoholism and Drug abuse services are to be provided through individual municipalities for the purposes of prevention, education and intervention within the communities; and

WHEREAS, the County of Gloucester has agreed to enter into an agreement with the Township of Deptford, for a total amount of \$22,044.00; Elk/Franklin Township, for a total amount of \$20,364.00; Mantua/Harrison Township, for a total amount of \$17,977.00; Monroe Township, for a total amount of \$23,460.00; Washington Township, for a total amount of \$31,880.00; and West Deptford Township, for a total amount of \$17,920.00, for the provision of Municipal Alliance Alcoholism and Drug Abuse Prevention Services; and

WHEREAS; the activities proposed within and agreement will be conducted in compliance with N.J.S.A. 26:2BB-5 and 6 and in accordance with the State and Federal statutes, as well as regulations and policies promulgated by either the State or Federal Government; and

WHEREAS, the Purchasing Agent has certified the availability of funds for the Township of Deptford Agreement in the amount of \$5,511.00, pursuant to C.A.F.#12-00898, which amount shall be charged against budget line item G-02-12-407-333-20299; Elk/Franklin Township Agreement in the amount of \$5,091.00, pursuant to C.A.F.#12-00895, which amount shall be charged against budget line item G-02-12-407-333-20299; Mantua/Harrison Township Agreement in the amount of \$4,494.00, pursuant to C.A.F.#12-00897, which amount shall be charged against budget line item G-02-12-407-333-20299; Monroe Township Agreement in the amount of \$5,865.00, pursuant to C.A.F.#12-00894, which amount shall be charged against budget line item G-02-12-407-333-20299; Washington Township Agreement in the amount of \$7,970.00, pursuant to C.A.F.#12-00896, which amount shall be charged against budget line item G-02-12-407-333-20299; West Deptford Township Agreement in the amount of \$4,480.00, pursuant to C.A.F.#12-00893, which amount shall be charged against budget line item G-02-12-407-333-20299. Balances will be encumbered upon adoption of the 2012 Gloucester County Budget. Continuation of the agreements beyond the first three months of 2012 is conditioned upon the approval of the 2012 Gloucester County Budget and any required State of New Jersey approvals.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute any and all documents necessary to effectuate Agreements between the County of Gloucester and Township of Deptford, for a total contract amount of \$22,044.00; Elk/Franklin Township, for a total contract amount of \$20,364.00; Mantua/Harrison Township, for a total contract amount of \$17,977.00; Monroe Township, for a total contract amount of \$23,460.00; Washington Township, for a total contract amount of \$31,880.00; and West Deptford, for a total contract amount of \$17,920.00, for the purposes set forth herein, for a one year period, from January 1, 2012 to December 31, 2012.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$22,044.00.

THIS AGREEMENT is made effective the _____ day of _____, **2012**.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J. S.A. 26:2BB-1 et seq. And N. J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
 - B. Colleges and universities that are part of a state entity
 - C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2012 (1st quarter), July 15, 2012 (2nd quarter), October 15, 2012 (3rd quarter) and January 15th 2013, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

A. Final reports shall be due forty-five days after the expiration or termination of the LOA.

B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

C3

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Elk/Franklin** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred too as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$20,364.00.

THIS AGREEMENT is made effective the _____ day of _____, 2012.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIPS OF ELK/FRANKLIN

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J. S.A. 26:2BB-1 et seq. And N. J. A. C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
 - B. Colleges and universities that are part of a state entity
 - C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2012 (1st quarter), July 15, 2012 (2nd quarter), October 15, 2012 (3rd quarter) and January 15th 2013, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

A. Final reports shall be due forty-five days after the expiration or termination of the LOA.

B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

C3

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Mantua/Harrison** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred too as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$17,977.00.

THIS AGREEMENT is made effective the _____ day of _____, 2012.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIPS OF MANTUA/HARRISON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N. J. S.A. 26:2BB-1 et seq., N. J. A. C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

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- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year. Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

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U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
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| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2012 (1st quarter), July 15, 2012 (2nd quarter), October 15, 2012 (3rd quarter) and January 15th 2013, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed -- Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

C3

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Monroe** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred too as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$23,460.00.

THIS AGREEMENT is made effective the _____ day of _____, 2012.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

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The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

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GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

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-a cost summary of grant and matching funds incurred by the GRANTEE; and

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ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

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1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

C3

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Washington** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred too as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$31,880.00.

THIS AGREEMENT is made effective the _____ day of _____, 2012.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2012 (1st quarter), July 15, 2012 (2nd quarter), October 15, 2012 (3rd quarter) and January 15th 2013, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

C3

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of West Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred too as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period January 1, 2012 to December 31, 2012 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$17,920.00.

THIS AGREEMENT is made effective the _____ day of _____, **2012**.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WEST DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J. S.A. 26:2BB-1 et seq. And N. J. A. C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2012 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

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Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

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Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

A) Local Governments	OMB Circular A-87
B) Educational Institutions	OMB Circular A-21
C) Private nonprofit organizations	OMB Circular A-122

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than 15 days after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2012 (1st quarter), July 15, 2012 (2nd quarter), October 15, 2012 (3rd quarter) and January 15th 2013, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

A. Final reports shall be due forty-five days after the expiration or termination of the LOA.

B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

DI

**RESOLUTION AUTHORIZING THE PURCHASE OF CELLULAR SERVICE FROM
VERIZON WIRELESS FOR THE COUNTY OF GLOUCESTER THROUGH
STATE CONTRACT NUMBER A64428, FOR A MINIMUM CONTRACT AMOUNT OF
ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00**

WHEREAS, the County of Gloucester has a need to purchase cellular service for the County of Gloucester; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said wireless service from Verizon Wireless, for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00, for the period of January 1, 2012 to December 31, 2012, through State Contract No. A64428; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$50,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase wireless service for the County of Gloucester from Verizon Wireless, for a minimum contract amount of zero and a maximum contract amount of \$50,000.00, for the period of January 1, 2012 to December 31, 2012, through State Contract Number A64428; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D2

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING
AGREEMENT BY AND BETWEEN UNDERWOOD MEMORIAL HOSPITAL AND
THE COUNTY OF GLOUCESTER CONCERNING BILLING FOR EMERGENCY
MEDICAL SERVICES FOR THE PERIOD OF JANUARY 1, 2012 TO
DECEMBER 31, 2012**

WHEREAS, Underwood Memorial Hospital (UMH) is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within UMH coverage area; and

WHEREAS, on occasion, the parties jointly provide prehospital emergency medical services (EMS) to patients, with UMH providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

WHEREAS, the parties intend to establish an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

WHEREAS, this contract was awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the parties agree to enter said contract for a one year period from January 1, 2012 to December 31, 2012, whereby it is agreed that Underwood Memorial Hospital shall pay the County of Gloucester the sum of \$400 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the Joint Billing Agreement between the County of Gloucester and Underwood Memorial Hospital for the joint provision and billing of their basic and advanced life support services for a one year period from January 1, 2012 to December 31, 2012; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts law.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

DD

**JOINT BILLING AGREEMENT
FOR ALS – BLS SERVICES**

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

AND

UNDERWOOD MEMORIAL HOSPITAL

Dated: February 1, 2012

Prepared by: Anthony J. Fiola,
Assistant Gloucester County Counsel

THIS AGREEMENT, made this 1st day of February, 2012, by and between Underwood Memorial Hospital, (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

RECITALS

WHEREAS, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas;

WHEREAS, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area;

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation;

WHEREAS, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

- 1. Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.
- 2. Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:
 - a.** ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.
 - b.** For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable procedures or protocols prior to ALS arrival at the scene.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

3. Qualifications.

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

4. Consideration and Billing.

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule, 42 CFR §414.601 *et seq.*, which is incorporated herein by reference, and in Section 2(b) of this Agreement. The rate of pay shall be as follows:

\$400.00 per call for calls occurring during the period January 1, 2012, to December 31, 2012. This subsection is subject to the rate change provisions of Paragraph 4g.

2. ALS shall pay BLS a fee of \$74.50 for each patient who is covered by Medicaid insurance only.

b. The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.

c. For any emergency medical services jointly provided by ALS and BLS and billed jointly by ALS, BLS shall not submit claims or otherwise seek payment from any source.

d. For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.

e. ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.

f. For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

g. Compensation is based on the Medicare/Medicaid allowable rate. Should this rate change by law during the course of this agreement, the compensation will be adjusted accordingly by administrative means as soon as practicable after such rate change. "By administrative means" means that an appropriate representative or agent of the party first discovering the rate change will contact an appropriate representative or agent of the other party, in writing or by e-mail, to advise of the rate change and compensation adjustment.

h. In the event that ALS is subject to any investigation, audited, or to any pre or post payment review including, but limited to reviews initiated by any state or federal agency, the Fiscal Intermediary ("FI"), Medicare Administrative Contractor ("MAC"), a Zone Program Integrity Contractor ("ZPIC"), a Program Safeguard Contractor ("PSC"), a Recovery Audit Contractor ("RAC"), or any other CMS/HHS/OIG contractor, BLS shall assist in providing any necessary documentation or information as requested by the investigation entity.

i. In the event that ALS is found to have received an overpayment, and is required to refund money to Medicare or where offset is initiated (by Medicare to recover past overpayments), BLS shall repay to ALS any amounts received by BLS on those claims for which payment was recouped or refunded.

j. In the event that Medicare denies coverage of services for which BLS has already been paid by ALS, ALS provider reserves the right to recoup such payment

from BLS. ALS will supply BLS with a copy of the appropriate bill and the denial notice within thirty (30) days of receipt of such denial notice. BLS shall reimburse ALS for denied services within thirty (30) days of receipt of the denial notice from ALS.

k. In the event that Medicare denies coverage (in either a pre or post payment situation), and ALS elects to pursue appeals, BLS shall comply with any and all document requests from ALS to enable ALS to pursue such appeals.

5. Sharing of Information and Documentation and Respect of Privacy. The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

6. Compliance. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

7. Term. The term of this Agreement shall commence on the date above first written with a term of one year unless terminated by either party upon the occurrence of an Event of Default.

8. Termination. This Agreement may be terminated sooner on the first to occur of any of the following:

a. **Termination by Agreement.** In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

b. **Termination on Notice of Default.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

i. If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care

program.

ii. If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

iii. If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

iv. If ALS fails to pay BLS any amount owed within 30 days in accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that BLS sends a copy of its invoice to ALS, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service)

ALS:

Paul M. Lambrecht, FACHE, Vice President
Underwood-Memorial Hospital
509 North Broad Street Woodbury, NJ 08096

BLS:

Gerald White, Deputy Administrator County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

10. Insurance.

a. Automobile Liability Insurance. Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than \$1 million per occurrence, \$3 million aggregated.

b. Workers' Compensation Insurance. Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.

c. Commercial General Liability Insurance. Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, on an occurrence basis.

d. Proof of Insurance. All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.

e. Certificates of Insurance. Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.

f. Indemnification. Each party agrees to indemnify and hold harmless the other and the officers, employees, and agents of the other party from all suits, actions, losses, damages, claims, or liability, including but not limited to all expenses of litigation, court costs, attorney's fees and expenses, and expert witness fees, arising out of its negligent acts or the negligent acts of its employees or agents in the performance of this Agreement.

11. Warranty of Non-Exclusion from Federal Programs. Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or-sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

12. Entire Agreement. This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or

oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

13. Amendments. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

14. Construction. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

15. Complaints. The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

16. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

17. No Third Party Rights. This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

18. Further Assurances. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

19. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

20. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

21. Assignment. No assignment or transfer of this Agreement by either party, in

whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

22. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

UNDERWOOD MEMORIAL HOSPITAL

EILEEN K. CARDILE, RN, MS, CNA
PRESIDENT&CHIEF EXECUTIVE OFFICER

D3

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT BILLING
AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE COUNTY OF
GLOUCESTER CONCERNING BILLING FOR EMERGENCY MEDICAL SERVICES
FOR THE PERIOD OF JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, Virtua Health, Inc. is an ambulance service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas; and

WHEREAS, County of Gloucester (County) is an ambulance service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within Virtua Health, Inc. coverage area; and

WHEREAS, on occasion, the parties jointly provide prehospital emergency medical services (EMS) to patients, with Virtua Health, Inc. providing paramedic services when necessary and the County providing basic life support care and patient transportation; and

WHEREAS, the parties established an agreement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated in the contract to be entered into by and between the parties, which contract is the subject of this resolution; and

WHEREAS, this contract was awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received; and

WHEREAS, the parties agree to enter said contract for a one year period from January 1, 2012 to December 31, 2012 whereby it is agreed that Virtua Health shall pay the County of Gloucester the sum of \$400.00 for each patient covered by Medicare and \$74.50 for each patient covered by Medicaid.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the Joint Billing Agreement between the County of Gloucester and Virtua Health, Inc. for the joint provision and billing of their basic and advanced life support services for the period of one year from January 1, 2012 to December 31, 2012; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts law.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D3

**JOINT BILLING AGREEMENT
FOR ALS – BLS SERVICES**

**by and between the
COUNTY OF GLOUCESTER, NEW JERSEY
AND
VIRTUA HEALTH, INC.**

Dated: February 1, 2012

Prepared by: Anthony J. Fiola,
Assistant Gloucester County Counsel

THIS AGREEMENT, made this 1st day of February, 2012, by and between Virtua Health, Inc, a New Jersey not-for- Profit Corporation (hereinafter referred to as "ALS") and the County of Gloucester, a New Jersey county government (hereinafter referred to as "BLS").

RECITALS

WHEREAS, ALS is an emergency medical service licensed by the State of New Jersey to provide advanced life support emergency medical services, and on occasion provides such services working in conjunction with basic life support units in its service areas;

WHEREAS, BLS is an emergency medical service licensed by the State of New Jersey to provide basic life support emergency medical services and patient transportation, serving areas within ALS's coverage area;

WHEREAS, on occasion, the parties jointly provide pre-hospital emergency medical services (EMS) to patients, with ALS providing paramedic services when necessary and BLS providing basic life support care and patient transportation;

WHEREAS, the parties intend to establish an arrangement for the joint provision and billing of their basic and advanced life support services on those occasions enumerated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

- 1. Scope.** This Agreement is applicable to services rendered to Medicare and Medicaid beneficiaries only.
- 2. Services.** When dispatched by the applicable emergency communications center ("ECC"), requested by the other party, requested by the patient, or otherwise, the parties agree to provide services to the other as follows:
 - a.** ALS shall provide Paramedic Services at the incident location or rendezvous point and in transit on the BLS ambulance in accordance with applicable laws and regulations and shall be entitled to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient.
 - b.** For purposes of this Agreement, "Paramedic Services" are defined as the provision of advanced life support paramedic-level care at the scene of an incident or while en route to a hospital or other medical facility and includes all occasions in which a patient is under the care of ALS paramedic personnel. Paramedic Services do not include occasions when ALS is cancelled pursuant to applicable

procedures or protocols prior to ALS arrival at the scene.

c. BLS shall provide ambulance transportation services from the point of origin or incident location and/or ALS rendezvous point to the hospital or other destination, and, at minimum, EMT-Level support in accordance with applicable laws and regulations. BLS shall permit ALS to board the BLS ambulance with its personnel and equipment necessary to provide advanced life support care and treatment to the patient at the incident location, rendezvous point and in transit to the hospital or other destination.

d. This agreement shall not apply to situations where BLS is capable of providing (and in fact does) treatment and transport of a patient requiring only Basic Life Support level services, without any assistance from ALS. This agreement shall also not apply to situations where ALS is the sole entity that provides treatment and transport of the patient without the involvement of BLS. In these cases, the entity providing the treatment and transport without assistance from the other shall bill at the appropriate level and retain reimbursement without obligation to split reimbursement with the other party.

3. Qualifications.

a. The parties hereby covenant and agree that they will at all times maintain their Mobile Intensive Care or Basic Life Support service license in good standing and staff their vehicles with the appropriately trained and certified personnel as required by applicable law and by this Agreement. The parties further agree that each party will ensure that their respective vehicles will at all times be equipped with the equipment and supplies as required by the New Jersey Department of Health for ALS and BLS-Level services.

b. The parties warrant and represent that they are enrolled providers currently in good standing in the Medicare and Medicaid programs and are not the subject of any pending actions, investigations or prosecutions, whether civil, criminal or administrative, relating to their billing or reimbursement practices, and that neither party shall employ or utilize individuals for the performance of services hereunder who have been excluded from any state or federal health care program, to the best of their information, knowledge or belief.

4. Consideration and Billing.

a. As consideration for the promises made in this Agreement, ALS shall pay to BLS the following fees for the services provided by BLS:

1. ALS shall pay BLS a fee for all calls which satisfy the "ALS 1" level of service (either emergency or non-emergency), and "ALS 2" level of service, as they are defined in the Medicare Ambulance Fee Schedule, 42 CFR §414.601 *et seq.*, which is incorporated herein by reference, and in

Section 2(b) of this Agreement. The rate of pay shall be as follows:

\$400.00 per call for calls occurring during the period January 1, 2012, through December 31, 2012. This subsection is subject to the rate change provisions of Paragraph 4g.

ALS shall pay BLS a fee of \$74.50 for each patient who is covered by Medicaid insurance only.

b. The fees set forth herein shall be paid to BLS by ALS no later than thirty (30) days following the date that ALS receives a copy of its invoice from BLS. Receipt of invoice by electronic means shall be sufficient under this paragraph. Access to the BLS patient care report shall be made available to ALS via EMS charts.

c. For any emergency medical services jointly provided by ALS and BLS and billed jointly by ALS, BLS shall not submit claims or otherwise seek payment from any source.

d. For services provided within the scope of this Agreement, the parties shall be deemed to be acting in concert for the provision of pre-hospital emergency medical services.

e. ALS shall be solely responsible for submitting Medicare or Medicaid claims for services provided hereunder in accordance with applicable Medicare guidelines.

f. For services provided pursuant to this Agreement, ALS shall submit one claim covering both ALS and BLS services to the appropriate carrier or payer utilizing ALS's provider number. In no event shall more than one claim per trip be submitted where not permitted by law.

g. Compensation is based on the Medicare/Medicaid allowable rate. Should this rate change by law during the course of this agreement, the compensation will be adjusted accordingly by administrative means as soon as practicable after such rate change. "By administrative means" means that an appropriate representative or agent of the party first discovering the rate change will contact an appropriate representative or agent of the other party, in writing or by e-mail, to advise of the rate change and compensation adjustment.

5. Sharing of Information and Documentation and Respect of Privacy. The parties agree to share all patient care and billing information necessary to properly submit claims, including patient care reports and billing slips. Each party shall within thirty (30) days of receiving any requests for information or documents from the patient, the Centers for Medicare and Medicaid Services (CMS) or its authorized carrier or intermediary, other payment source, or other state or federal agency with oversight of the billing and patient

care practices of the parties pursuant to this Agreement, make available to the other party any and all such records requested. All information or documents exchanged between the parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under the Health Insurance Portability and Accountability Act (HIPAA). Both parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

6. Compliance. Each party is responsible for monitoring and ensuring its own compliance with all applicable state and federal laws and regulations pertaining to billing and reimbursement for its services. However, either party that becomes aware of a violation of any such state or federal laws or regulations agrees to immediately notify the other party so it may address the matter.

7. Term. The term of this Agreement shall commence on the date above first written with a term of one year unless terminated by either party upon the occurrence of an Event of Default.

8. Termination. This Agreement may be terminated sooner on the first to occur of any of the following:

a. Termination by Agreement. In the event ALS and BLS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

b. Termination on Notice of Default. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect after providing five (5) days written notice, including notice by electronic means, to the defaulting party, which time period shall commence upon receipt of such notice by the defaulting party:

i. If either party fails to maintain any licenses, permits or certifications required to do business or is excluded from any state or federal health care program.

ii. If either party fails to keep in force the insurance policies required to be maintained by it hereunder.

iii. If either party is unable to pay its debts generally as they become due, files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, makes an assignment for the benefit of its creditors, or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

iv. If ALS fails to pay BLS any amount owed within 30 days in

accordance with Paragraph 4.b. Termination by BLS pursuant to this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

v. If any of the representations and warranties of either party as set forth in this Agreement shall be false or misleading in any material respect.

vi. If any party materially breaches its promises or responsibilities as set forth in this Agreement.

c. **Termination without Notice of Default.** If ALS fails to pay BLS any amount owed within 60 days following the date that ALS receives a copy of an invoice from BLS, including a copy sent by electronic means, this Agreement may be automatically terminated at the option of BLS, without the need for BLS to send advance notice to ALS. Termination by BLS under this subsection will not relieve ALS of its obligation to pay all amounts due to BLS.

d. **Notice of Termination.** Either party may terminate this Agreement for any reason whatsoever or no reason, upon Ninety (90) days advance written notice to the non-terminating party.

9. **Notices.** Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report or by electronic means); or (iii) upon receipt (if sent by hand delivery or courier service)

ALS:

Scott Kasper
Virtua Health
523 Fellowship Road
Suite 270
Mt. Laurel, NJ 08054

With a cc to:

Mary P Hugues, Esq.
General Counsel
Virtua Health, Inc.
401 Route 73 North
50 Lake Center Drive, Suite 403
Marlton, NJ 08053

BLS:

Gerald White, Deputy Administrator County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

10. Insurance.

- a. Automobile Liability Insurance.** Each party will maintain, at its sole cost and expense, automobile liability insurance with limits of no less than \$1 million per occurrence, \$3 million aggregated.
- b. Workers' Compensation Insurance.** Each party will maintain, at its sole cost and expense, Workers' Compensation insurance in the amount required by law for each party's own personnel.
- c. Commercial General Liability Insurance.** Each party will maintain, at its sole cost and expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, on an occurrence basis.
- d. Proof of Insurance.** All insurance policies required under this Paragraph are to be issued by insurers licensed to do business in the State of New Jersey. Proof of insurance as required to be carried under this Paragraph shall be made available to the other party upon reasonable notice.
- e. Certificates of Insurance.** Each party agrees to provide the other party with certificates of insurance evidencing all insurance coverage required under this Paragraph upon request of the other party. Each party agrees to notify the other party in writing thirty (30) days before making any changes in the amounts of such coverage.
- f. Indemnification.** Each party agrees to indemnify and hold harmless the other and the officers, employees, and agents of the other party from all suits, actions, losses, damages, claims, or liability, including but not limited to all expenses of litigation, court costs, attorney's fees and expenses, and expert witness fees, arising out of its negligent acts or the negligent acts of its employees or agents in the performance of this Agreement.

11. Warranty of Non-Exclusion from Federal Programs. Each party to the Agreement represents that: (i) it is not currently excluded from participating in any federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. Each party agrees to notify the other of any imposed exclusions or sanctions covered by this warranty, and the notified party reserves the right to terminate the Agreement upon receipt of such notice. The obligation of the excluded party to notify the other party of any exclusions or

sanctions, and the right of the other party to terminate the contract, accrues when the excluded party first receives notice from the federal agency of the pending exclusion. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

12. Entire Agreement. This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

13. Amendments. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or other authorized representative of both parties.

14. Construction. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act, the Social Security Act, the Medicare Anti-Kickback Statute, the False Claims Act, the Health Insurance Portability and Accountability Act and all applicable state and federal fraud and abuse laws and rules thereunder, and this Agreement shall at all times be interpreted accordingly. In the event either party becomes aware of any violations of such statutes or regulations, whether intentional or inadvertent, it shall promptly notify the other party. Insofar as any terms or conditions of this Agreement are determined to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

15. Complaints. The parties agree that all complaints or unusual incidents involving personnel or service of the other party in the performance of this Agreement will be promptly reported in writing to the other party.

16. Independent Contractor Relationship. The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent or partner or fiduciary of the other, and neither is authorized to take any action binding upon the other.

17. No Third Party Rights. This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third party beneficiary or status or rights in any other patient, subscriber or other person or entity, third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

18. Warranty of Non-Exclusion from Federal Programs. Each party to the Agreement represents that: (i) it is not currently excluded or threatened with exclusion, from participating in and federal or state funded health care program, including Medicare and Medicaid, and (ii) it has never been excluded by any of the aforementioned programs. If such an exclusion or sanction should occur, the non-excluded, non-sanctioned party may terminate this Agreement.

19. Further Assurances. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

20. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions thereof.

22. Assignment. No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party. Consent not to be unreasonably withheld.

23. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

VIRTUA HEALTH, INC.

(Please Print Name)

E1

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE
CONTRACT BETWEEN VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC.
TO INCREASE THE MAXIMUM CONTRACT AMOUNT BY \$75,000.00, WHICH
WILL PROVIDE FOR EMERGENCY HOUSING PLACEMENTS**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 4, 2009 authorizing the execution of contract between the County of Gloucester and Volunteers of America Delaware Valley, Inc. with offices at 235 White Horse Pike, Collingswood, New Jersey 08107, for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted an Amendment on September 7, 2011 authorizing to increase the maximum contract amount by \$100,000.00; and

WHEREAS, the contract amount was for a minimum contract amount of Zero and a maximum contract amount of \$1,350,000.00 per year, for the term beginning January 1, 2011 and ending December 31, 2011; and

WHEREAS, more services than were anticipated are needed to provide emergency housing placements given that the necessity for such services is projected to exceed the current estimated yearly funding amount resulting in an added expense of \$75,000.00, for a new contract amount not to exceed \$1,425,000.00, for the period beginning January 1, 2011 and ending December 31, 2011 and requiring an amendment to the contract; and

WHEREAS, to allocate sufficient funding for the \$75,000.00 increase in its contract with Volunteers of America Delaware Valley, Inc., the County of Gloucester will utilize funds provided by the State of New Jersey allocated to other approved shelter and motel housing entities that are not under current emergency housing placements and the estimated yearly funding for them to provide such services is projected to be less than the current contractual funding amount; and

WHEREAS, all other terms and provisions of the previously executed Contract, with the exception of the contract amount, shall remain in full force and effect; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time and to any services being provided, Vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable state and federal regulations, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose, and identifying the line item from the County budget of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board are hereby authorized to execute an amendment to increase the contract amount by and between the County of Gloucester and Volunteers of America Delaware Valley, Inc., for the provision of emergency housing placement in the amount of \$75,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase being made pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purchase, identifying the line item from the County Budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DiLELLA, CLERK

E1

**AMENDMENT TO CONTRACT
BETWEEN
VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 4th day of November, 2009, by and between Volunteers of America Delaware Valley, Inc. with offices at 235 White Horse Pike, Collingswood, New Jersey 08107 hereinafter referred to as **"Contractor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The Contract, which was awarded per bid PD-09-064 on November 4, 2009, is amended due to provide emergency housing placements that are projected to exceed the current estimated yearly funding amount.

The Contract was amended on September 7, 2011, to increase the maximum contract amount by \$100,000.00, resulting in a maximum contract amount of \$1,350,000.00, for the term beginning January 1, 2011 and ending December 31, 2011.

The contract is amended to provide that the maximum contract amount is increased by \$75,000.00, which shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$1,425,000.00, for the period beginning January 1, 2011 and ending December 31, 2011; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time.

The County will utilize funds provided by the State of New Jersey allocated to other approved shelter and motel housing entities that are not under current emergency housing placements and the estimated yearly cost for them to provide such services is projected to be less than the current contractual funding amount.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 1st day of February, 2012.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**VOLUNTEERS OF AMERICA DELAWARE
VALLEY, INC**

By:
Title:

E2

**RESOLUTION AUTHORIZING FREEHOLDER DIRECTOR AND COUNTY
COUNSEL TO ATTEST TO FEDERAL 2012 ANNUAL CERTIFICATIONS AND
ASSURANCES TO RECEIVE FEDERAL TRANSIT ADMINISTRATION (FTA)
ASSISTANCE APPLICABLE TO FEDERAL GRANTS ADMINISTERED BY
NJ TRANSIT AND RECEIVED BY THE COUNTY OF GLOUCESTER**

WHEREAS, the Federal Transit Administration awards federal grants and cooperative agreements at its discretion and requires applicants to sign and submit an annual list of Certifications and Assurances; and

WHEREAS, Gloucester County has been provided the fiscal year 2012 Annual List of Certifications and Assurances; and

WHEREAS, these certifications must be submitted to the FTA irrespective of whether the project is financed under the authority 49 U.S.C. Chapter 53, or Title 23, United States Code, or another Federal Statute.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders hereby authorizes:

1. The Freeholder Director and County Counsel to attest to Federal 2012 Annual Certification and Assurances to receive Federal Transit Administration (FTA) Assistance applicable to Federal grants administered by NJ Transit.
2. The Freeholder Director and Clerk of the Board or their designees are hereby authorized to execute any documents necessary in order to effectuate the purposes of the within Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester on February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

FI

**RESOLUTION AUTHORIZING FOOD DELIVERY TO THE COUNTY
OF GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FROM
THE STATE OF NEW JERSEY TREASURY DISTRIBUTION CENTER THROUGH
STATE CONTRACT NUMBER A49131 FOR A MINIMUM CONTRACT AMOUNT
OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$180,000.00 FROM
JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has a need for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2012 and concluding December 31, 2012; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said food delivery from the State of New Jersey Treasury Distribution Center, for a minimum contract amount of Zero and a maximum contract amount of \$180,000.00 through State Contract No. A49131; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$180,000.00. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase food deliveries to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2012 and concluding December 31, 2012 for a minimum contract amount of Zero and a maximum contract amount of \$180,000.00, through State Contract Number A49131; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 1, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
U.S. FOOD SERVICES, INC. FOR FOOD DELIVERIES TO COUNTY OF
GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR A
MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT
OF \$135,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, the County of Gloucester has determined that there is a need for certain food delivery to the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by U.S. Food Services, Inc. with offices at 2255 High Hill Rd., Bridgeport, NJ 08014-0545; and

WHEREAS, the contract shall be for estimated unit of services, for a minimum contract amount of Zero and a maximum contract amount of \$135,000.00. The contract is therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Las and described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, this has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract form competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and U.S. Food Service, Inc., for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2012 and concluding December 31, 2012, for a minimum contract amount of zero and a maximum contract amount of \$135,000.00; and

BE IT RESOLVED, before any purchase can be made pursuant to the within award a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at the time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**BY: _____
ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

ROBERT N. DILELLA, CLERK

F2

**CONTRACT BETWEEN
U.S. FOOD SERVICES, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **U.S. FOOD SERVICES, INC.**, (a New Jersey Corporation), with offices at 2255 High Hill Road, Bridgeport, NJ 08014-0545, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

WHEREAS, Contractor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing January 1, 2012 and concluding on December 31, 2012.

2. COMPENSATION. Contractor shall be compensated for estimated units of service with a minimum contract amount of zero and a maximum contract amount of \$135,000.00, pursuant to the proposal of U.S. Food Services, Inc., identified as Appendix A, which is attached to and made a part of this Contract. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to provide certain food delivery to the County of Gloucester Department of Correctional Services, as more specifically described in Appendix A, attached hereto and made a part hereof.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. CONTRACT PARTS. This Contract consists of this Contract document, and the Contractor's proposal, identified as Appendix A, which is referred to and incorporated herein. Should there occur a conflict between this Contract and Appendix A, this Contract shall control.

19. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this 1st day of January 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

U.S. FOOD SERVICES, INC.

BY:

(Please Print Name)

F3

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
HERITAGE'S WHOLESALE INC. FOR FOOD DELIVERIES TO COUNTY OF
GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR A MINIMUM
CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF
\$42,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, the County of Gloucester has determined that there is a need for certain food delivery to the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Heritage's Wholesale Inc. with offices at 1401 Imperial Way, Paulsboro NJ 08066; and

WHEREAS, the contract shall be for estimated unit of services, for a minimum contract amount of Zero and a maximum contract amount of \$42,000.00. The contract is therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Las and described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, this has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A.19:44A-20.4 et seq., which exempt this contract form competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Heritage's Wholesale Inc., for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2012 and concluding December 31, 2012, for a minimum contract amount of zero and a maximum amount of \$42,000.00; and

BE IT RESOLVED, before any purchase can be made pursuant to the within award a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at the time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F3

**CONTRACT BETWEEN
HERITAGE'S WHOLESALE INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **HERITAGE'S WHOLESALE INC.**, (a New Jersey Corporation), with offices at 1401 Imperial Way, Paulsboro NJ 08066, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

WHEREAS, Contractor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

- 1. TERM.** This Contract shall be effective for the period commencing January 1, 2012 and concluding on December 31, 2012.
- 2. COMPENSATION.** Contractor shall be compensated for estimated units of service with a minimum contract amount of zero and a maximum contract amount of \$42,000.00, pursuant to the proposal of Heritage's Wholesale Inc., identified as Appendix A, which is attached to and made a part of this Contract. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to provide certain food delivery to the County of Gloucester Department of Correctional Services, as more specifically described in Appendix A, attached hereto and made a part hereof.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. CONTRACT PARTS. This Contract consists of this Contract document, and the Contractor's proposal, identified as Appendix A, which is referred to and incorporated herein. Should there occur a conflict between this Contract and Appendix A, this Contract shall control.

19. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this 1st day of January, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

HERITAGE'S WHOLESALE INC.

BY:

(Please Print Name)

F4

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH BIMBO FOODS INC. FOR FOOD DELIVERIES TO COUNTY OF
GLOUCESTER DEPARTMENT OF CORRECTIONAL SERVICES FOR THE
MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT
AMOUNT OF \$24,000.00 FROM JANUARY 1, 2012 TO DECEMBER 31, 2012**

WHEREAS, the County of Gloucester has determined that there is a need for certain food delivery to the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Bimbo Foods Inc, with offices at 75 McDonald Blvd., Ashton PA 19014; and

WHEREAS, the contract shall be for an estimated unit of services, with a minimum contract amount of Zero and a maximum contract amount of \$24,000.00. The contract is therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Las and described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, this has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Bimbo Foods Inc., for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2012 and concluding December 31, 2012, for a minimum contract amount of zero and a maximum contract amount of \$24,000.00; and

BE IT RESOLVED, before any purchase can be made pursuant to the within award a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at the time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 1, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**BY: _____
ROBERT M. DAMMINGER, DIRECTOR**

ATTEST:

**_____
ROBERT N. DiLELLA, CLERK**

F4

**CONTRACT BETWEEN
BIMBO FOODS, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BIMBO FOODS, INC.**, (a New Jersey Corporation), with offices at 75 McDonald Blvd., Ashton, PA 19014, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

WHEREAS, Contractor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S. 40A:11-5e; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period commencing January 1, 2012 and concluding on December 31, 2012.

2. COMPENSATION. Contractor shall be compensated for estimated units of service for a minimum contract amount of zero and a maximum contract amount of \$24,000.00, pursuant to the proposal of Bimbo Foods Inc., identified as Appendix A, which is attached to and made a part of this Contract. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be to provide certain food delivery to the County of Gloucester Department of Correctional Services, as more specifically described in Appendix A, attached hereto and made a part hereof.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. The Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING.** If the Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. The Contractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

18. CONTRACT PARTS. This Contract consists of this Contract document, and the Contractor's proposal, identified as Appendix A, which is referred to and incorporated herein. Should there occur a conflict between this Contract and Appendix A, this Contract shall control.

19. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is dated this 1st day of January, 2012.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BIMBO FOODS INC.

BY:

(Please Print Name)